

29 June 1955

Continental Casualty Company  
Edmonds Building  
917 15th Street, Northwest  
Washington, D.C.  
Attention: Mr. George L. Haines

Dear Mr. Haines:

As I told you on the telephone I was going to do, I am now getting around to writing a letter in regard to my Policy Number 7270367 taken out with your company on 24 December 1928 -- a good many years ago. During all these years there has been but a single occasion for my filing a claim under the terms of this policy, and this was also a good many years ago, when I had a back injury. The company recognized that I had a valid claim in that case and paid very promptly and without question. The injury resulted from an accident which happened when I was laying a flag-stone walk in front of my home at 3932 Military Road, Northwest. When I telephoned you recently with the query as to whether my policy would cover an injury suffered by me as a result of what I think could also be termed an accident you stated quite categorically that you were certain that I did not have any valid claim. You will recall that I told you that I was taking some morning exercises with a view to girth control and as a direct precipitant effect of such exercise on the morning of 3 April 1955 I had a "heart attack" -- technically designated as a coronary occlusion. You stated that this could hardly be considered the result of an "accident" because I was doing something which I intended to do. Just how fine a distinction you draw between this latter episode and the one to which I referred earlier in my letter I do not understand, because I was certainly not throwing flag stones around for pure amusement: I was laying a walk. In the same sense I was not taking exercises on 3 April just for amusement: there was a very serious purpose in view. Unfortunately while the purpose was good, something wholly unintended resulted and I suffered what is termed an "accidental bodily injury." Of course, I understand that it might be said that sooner or later this "heart attack" might have come from doing something else, but the fact is that it came from my doing the exercise; if I had not been doing the exercise that morning there is a possibility that I might not have suffered any serious "accidental bodily injury" for many years.

Please take this up with the company and let me know what the official reaction or decision of the company is in this case, for the accident turned

out to be quite expensive financially and if I can be reimbursed to any extent at all it would help materially.

Very truly yours,

WILLIAM F. FRIEDMAN